

ACCESS SERVICE

8. Expanded Interconnection Service

8.1 Service Description

8.1.1 General

Expanded Interconnection Service (EIS) allows customers (Interconnectors) to interconnect their facilities with Telephone Company facilities on Telephone Company premises. EIS has two possible configurations. Physical collocation EIS would allow an Interconnector to locate certain facilities, fiber optic or microwave (where feasible), and equipment in a serving wire center. Virtual collocation EIS would allow an Interconnector to designate the equipment the Telephone Company would purchase, own and install on behalf of the Interconnector in the serving wire center. The type of collocation available in an Interconnector requested serving wire center shall be determined solely by the Telephone Company. The Interconnector may request that a serving wire center be made available for Expanded Interconnection Service but may not determine the type of collocation. EIS also provides for the interconnection, through the Cross-connect, of Telephone Company provided facilities and services (specified below) to Interconnector provided or specified facilities and equipment.

By ordering Expanded Interconnection Service from the Telephone Company under the terms of this tariff the Interconnector agrees it is bound and obligated to and by all the terms and conditions of this tariff.

Expanded Interconnection Service is provided to the Interconnector 24 hours a day, seven days a week.

The Telephone Company will accept Letters Of Agency (LOA) from Interconnectors' customers for ordering and billing of Physical Collocation EIS. (N)(y)
(N)(y)

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President
1440 "M" Street, Lincoln, NE 68508

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8. Expanded Interconnection Service (Cont'd)

8.1 Service Description (Cont'd)

8.1.1 General (Cont'd)

The Facility Interface Service (FIS) provides manhole, conduit, cable vault, riser and runway leased space to connect the Interconnector's fiber optic or microwave (where feasible) facilities with space in the Company's serving wire center.

The Cross-connect Interface (CCI) connects the Interconnector to other tariffed Interstate services of the Company. The Telephone Company will allow the Interconnector to designate the channel facility assignments for non-multiplexed channels. (N)(y)

Specific Cross-connects may be provisioned as Telecommunications Service Priority (TSP) service as described in Section 13.5.5 following. (N)(y)

Cross-connects for the following services can be provided:

- High Capacity - 1.544 Mbps Service (DS1)
- High Capacity - 44.736 Mbps Service (DS3) - Electrical Interface

Other special access services are available on a bona fide request for such a service. Upon such a request, the service shall be included in this tariff section. Said tariff filing shall be within 45 days of receipt of the bona fide request by the Telephone Company and shall be effective 45 days after the filing date. Only access services currently available in the requested serving wire center may be requested as cross connects.

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1440 "M" Street, Lincoln, NE 68508

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8. Expanded Interconnection Service (Cont'd)8.1 Service Description (Cont'd)8.1.2 Availability

This service is offered on a first-come, first-served basis, subject to the availability of space and facilities in each serving wire center where interconnection is requested. The Telephone Company shall specify the type of facility (fiber optic cable or microwave) available in a wire center upon bona fide request by any Interconnector desiring collocation. A bona fide request shall have been received when the advance payment amount and sufficient information to begin design of the Interconnector's collocation space has been received by the Telephone Company. The Telephone Company shall be the sole judge of the sufficiency of the information provided by the Interconnector.

The Telephone Company shall also select an EIS interconnection point for each wire center. This information shall be listed in Section 8.1.2(B) following.

The Telephone Company shall designate all spaces to be occupied by the Interconnector's facilities.

Upon such a bona fide request, the wire center and its EIS interconnection point(s) shall be included in this tariff section as available for Physical Collocation EIS. Said tariff filing shall be within 45 days of receipt of the bona fide request by the Telephone Company and shall be effective 45 days after the filing date.

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8. Expanded Interconnection Service (Cont'd)

8.1 Service Description (Cont'd)

8.1.2 Availability

(A) Rearrangements

In the event the Telephone Company determines that the Telephone Company's or any other entity's fiber optic cable facilities in conduit space or cable space or the Telephone Company's serving wire center equipment need rearrangement to accommodate the facilities of the Interconnector, the Telephone Company shall include these costs in the cable installation nonrecurring charges. Best efforts shall be made to minimize the cost of such rearrangements.

The Telephone Company shall not expand or enlarge any serving wire center for the sole purpose of physical or virtual collocation of Expanded Interconnection Service.

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8. Expanded Interconnection Service (Cont'd)8.1 Service Description (Cont'd)8.1.2 Availability (Cont'd)(B) Serving Wire Center Availability

- (1) Fiber Optic based Expanded Interconnection Service via physical collocation is available in the following serving wire centers:

<u>Address</u>	<u>CLLI Code</u>	<u>EIS Interconnection Point</u>
1440 "M" Street, Lincoln, NE	LNCLNEXL	Manhole 17-NA

- (2) Microwave based Expanded Interconnection Service is available, where feasible, upon a bona fide request.

8.2 Regulations8.2.1 Minimum Period for Expanded Interconnection Service

The Interconnector shall agree to purchase Expanded Interconnection Service for a minimum of one (1) year. Occupancy for all spaces shall be granted upon completion of the service preparation work. The Telephone Company shall use its best efforts to provide occupancy of the space(s) on time and shall keep the Interconnector advised of any delays. See Section 8.2.11(I)(2)

In the event that the Telephone Company is delayed in providing EIS to the Interconnector for any reason other than the acts or omissions of the Interconnector, the Interconnector shall not be obliged to pay the rate elements shown in Section 8.4 following, for Expanded Interconnection until the date the Telephone Company provides occupancy to the Interconnector. At the end of the minimum period, service shall be on a month-to-month basis at terms, conditions and rates then currently in effect.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.2 Termination of Physical Collocation EIS

The Telephone Company shall have the right, for good cause shown, and upon ninety (90) days notice, to reclaim any floor space, conduit space or cable space, in order to fulfill its obligations under the law and the Telephone Company's tariffs to provide telecommunications services to its end user customers.

The Telephone Company shall have the right to terminate Physical Collocation at any time with respect to any multiplexing node and associated floor, cable, conduit space(s) and power where the serving wire center premises becomes the subject of a taking by eminent domain authority having such power. The Telephone Company shall notify the Interconnector of such termination and identify the schedule by which the Interconnector shall proceed to have the Interconnector's equipment or property removed from the multiplexing node(s) and associated cable and conduit space(s). The Interconnector shall have no claim against the Telephone Company for any relocation expenses (unless the Telephone Company is awarded relocation expenses as part of any award made for such taking), any part of any award that may be made for such taking or value of any unexpired minimum period that results from a termination by the Telephone Company under this Section of this Tariff, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing the Interconnector from making its own claim against the eminent domain authority ordering the taking of the serving wire center premises.

The Interconnector may terminate Physical Collocation EIS as to any standard multiplexing node or portion thereof (in 50 square feet decrements), cable space, conduit space and power feed described in this tariff by giving sixty (60) days prior written notice to the Telephone Company. However, any remaining multiplexing node or floor space obtained under Expanded Interconnection may not be less than 100 square feet or a non-standard size as negotiated according to 8.2.6(D) following. Forty-eight (48) volt power feed quantities shall not be reduced to less than the minimum quantities. The Interconnector is responsible for the costs of such partial termination.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.2 Termination of Physical Collocation EIS (Cont'd)

In the event of a default under or breach of any material term or condition of Physical Collocation EIS by either Party (the Telephone Company or the Interconnector), the other Party shall have the right to terminate Physical Collocation EIS upon sixty (60) days written notice to the Party in breach, if the default or breach is not cured within sixty (60) days of the date that written notice of such default or breach is given by one Party to the other. Either Party shall also have an immediate right to terminate Physical Collocation EIS in the event of the other Party's bankruptcy, liquidation, insolvency or receivership.

8.2.3 Limitations

The provision of Physical Collocation EIS does not constitute a joint undertaking of the Telephone Company for the furnishing of any service.

None of the provisions of this Section of this Tariff apply or extend to any end user of the Interconnector.

The Telephone Company is not liable for any act or omission of the Interconnector in the furnishing of services to the Interconnector's end users.

Physical Collocation EIS does not convey to the Interconnector any right, title or interest in the Telephone Company serving wire center facility; the multiplexing node; floor space; floor space enclosure; conduit space; cable space; cable racking or runways; or vault space.

Physical Collocation EIS shall not provide any person not a party to Physical Collocation EIS with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Tariff.

Neither the Telephone Company nor the Interconnector shall be held liable for any delay or failure in performance of any part of Physical Collocation EIS as described in this Tariff to the extent that such failure or delay is caused by Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.3 Limitations (Cont'd)

accidents, floods, strikes, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation common carriers or other causes beyond the control of either the Telephone Company or the Interconnector. If any force majeure condition occurs, the Party (the Telephone Company or the Interconnector) delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the force majeure, the duties of both the Telephone Company and the Interconnector under Physical Collocation EIS affected by the force majeure condition shall be abated and shall resume without liability thereafter.

Neither the Telephone Company nor the Interconnector shall use the other's name without the written permission of the other in connection with promotional, advertising or other marketing material.

In the event that the Interconnector withdraws a request for Physical Collocation EIS, the Interconnector will only be responsible for those amounts already expended on its behalf by the Telephone Company. (N)(y)

8.2.4 Insurance Requirements

The Interconnector shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance as specified in this Section 8.2.4 following, and underwritten by insurance companies licensed to do business in the state where Physical Collocation EIS is offered. The Interconnector's insurance company's rating need not be higher than what the Telephone Company requires of its own underwriters. The Interconnector may be self insured with a program reasonably satisfactory to the Telephone Company. The Telephone Company shall be named as an additional insured and as a loss payee on all applicable policies. (N)(y)

(A) Types of Coverage and Limits

- (1) Commercial general liability, including Contractual Liability, insuring against liability for Personal Injury and Property Damage in an amount not less than \$5 million combined single limit per occurrence, naming the Telephone Company as an Additional Insured. The Contractual Coverage shall have coverage that shall apply if any exposure of Physical Collocation EIS exists within fifty (50) feet of a

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.4 Insurance Requirements (Cont'd)(A) Types of Coverage and Limits (Cont'd)

(1) (Cont'd)

railroad right of way, by including the following:
"including coverage for work performed on or within
fifty (50) feet of any railroad right of way." The
insurance shall also contain coverage for bodily
injury and property damage, with a policy aggregate
of \$5 million. Said coverage shall include premises
operations, contractual, independent contractors
products/completed operations, broad form property
and personal injury endorsements.

(2) Umbrella/Excess Liability coverage in an amount of \$5
million excess of coverage specified in 8.2.4(A)(1)
preceding and 8.2.4(A)(5) following.(3) All Risk Property coverage on a full replacement cost
basis insuring all of the Interconnector's real and
personal property situated on or within the Telephone
Company location(s). The Interconnector may also
elect to purchase business interruption and
contingent business interruption insurance, knowing
that the Telephone Company has no liability for loss
of profit or revenues should an interruption of
service occur.(4) Workers Compensation coverage including Employers
Liability coverage in an amount of \$2 million per
accident, in compliance with any Workers'
Compensation or similar law where any work is
performed in any way connected with the provision of
Expanded Interconnection.(5) Auto liability insurance, including Interconnector
owned, non-owned and hired vehicles, with at least a
\$3 million bodily injury and property damage combined
single limit naming the Telephone Company as an
additional insured.

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.4 Insurance Requirements (Cont'd)

(A) Types of Coverage and Limits (Cont'd)

- (6) The limits set forth above in this Section 8.2.4 may be increased by the Telephone Company at any time to at least such minimum limits as shall then be customary in respect of comparable situations within the existing Telephone Company buildings.

(B) Other Insurance Requirements

- (1) All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
- (2) All insurance shall be in effect on or before occupancy date and shall remain in force as long as the Interconnector's facilities remain within any spaces governed by Physical Collocation EIS. If the Interconnector fails to maintain the coverage, the Telephone Company may pay the premiums thereon and seek reimbursement of same from the Interconnector.
- (3) The Interconnector shall submit certificates of insurance reflecting the coverages specified in this Tariff prior to occupancy or prior to the commencement of the work called for in this Tariff if during the construction period the Interconnector has access to the Telephone Company's premises either directly or through its contractors. The Interconnector shall arrange for the Telephone Company to receive thirty (30) days advance notice of cancellation from the Interconnector's insurance company. (C)(y)
- (4) Failure to comply with the provisions of this Section shall be deemed grounds for eviction from the spaces provided under Physical Collocation EIS. (C)(y)
- (5) Should there be a liability claim that is common to both the Telephone Company and the Interconnector, the Telephone Company shall handle the claim (unless otherwise agreed in writing). After claim resolution, defense and settlement costs shall be shared proportionally based on square footage of occupancy.

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.5 Liability

- (A) The Telephone Company reserves to itself, its successors and assigns, the right to utilize the space within its serving wire center(s) in such a manner as shall best enable it to fulfill its own service requirements. The Telephone Company and Interconnector shall be liable one to the other only for and to the extent of any physical damage caused by the negligence of one of such parties, its agents or employees to the other's facilities or equipment occupying the Telephone Company's serving wire center. Neither party shall be liable to the other or the other's customers for any interruption of service or for interference with the operation of the other's facilities arising in any manner out of the use of space in the Telephone Company's serving wire center(s), unless caused by the party's gross negligence or willful misconduct. (C)(y)
- (B) Except as provided in this Section 8, each party shall indemnify, defend, and save harmless the other from and against any and all losses, claims, demands, causes of action and costs, whether suffered, made, instituted, or asserted by the other party or by any third party or person for damages to property and injury or death to persons, including payments made under any Workers Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the negligent installation, maintenance, repair, replacement, presence, use or removal of such party's equipment or facilities, or by the proximity thereof to the equipment or facilities of all parties occupying space in the Telephone Company's serving wire center(s), or by any negligent act or omission of the party, its employees, agents or contractors, in connection therewith. The provisions of this Section on Liability shall survive the termination, cancellation, modification or rescission of Physical Collocation EIS. (C)(y)

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.5 Liability (Cont'd)

- (C) The Interconnector shall indemnify, defend, and save harmless Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages, costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of the serving wire center by the Interconnector, and/or acts by the Interconnector, its employees, agents, or contractors. (C)(y)
- (D) In no event shall either party or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by the other party or for any loss of AC or DC power, heating, ventilation and air conditioning (HVAC) interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the other party, even if the party has been advised of the possibility of such loss or damage.
- (E) Each party represents, warrants and covenants to the other that it shall not cause or permit any other party to cause any environmental conditions in, at or affecting the serving wire center which violate any Federal, State or Local law, ordinance, rule or regulation. Neither party shall store any hazardous materials in the multiplexing node, and shall not use any hazardous materials or equipment without the express written consent of the other party. Any such materials or equipment used shall be disposed of in a manner satisfactory to the other party. Each party shall indemnify, defend, and hold harmless the other party from any and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees, resulting from or arising out of any breach of this Section of this Tariff. The provisions of this paragraph shall survive the termination, cancellation, modification, or rescission of Physical Collocation EIS. (C)(y)
- (F) Each party shall be responsible for all persons under its control or direction working in compliance with this Tariff, satisfactorily, and in harmony with all others working in the Telephone Company premises. (C)(y)

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.5 Liability (Cont'd)

(G) Damage and/or Casualty to Serving Wire Center

- (1) If any of the facilities providing Physical Collocation EIS shall be damaged by fire or other casualty, the Interconnector shall give immediate notice thereof to the Telephone Company. Terms, conditions and rates set forth in this tariff shall continue in full force and effect except as set forth in this Section 8.2.5(G) following.
- (2) If any of the facilities providing Physical Collocation EIS are partially damaged or rendered partially unusable by fire or other casualty not caused by the Interconnector, the damages to said facilities shall be repaired by and at the expense of the Telephone Company. All fees and charges, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the floor space and/or associated conduit space and cable space which are usable.
- (3) If the floor space, conduit space, cable space or power plant is totally damaged or rendered wholly unusable by fire or other casualty not caused by the Interconnector, then all fees and charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as hereinafter provided.
- (4) If the floor space, conduit space, cable space or power plant is rendered wholly unusable through no fault of the Interconnector, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it, then, in any of such events, the Telephone Company may elect to terminate Physical Collocation EIS at the specific serving wire center by written notice to the Interconnector given within Sixty (60) days

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.5 Liability (Cont'd)

(G) Damage and/or Casualty to Serving Wire Center (Cont'd)

(4) (Cont'd)

after such fire or casualty and upon the date specified in such notice the minimum period shall expire as fully and completely as if such date were the date set forth for the termination of the minimum period. The Interconnector shall forthwith quit, surrender and vacate the floor space, conduit space and cable space without prejudice however to the Telephone Company's rights and remedies against the Interconnector under any provisions in effect prior to such termination, and any fees and charges owing shall be paid up to such date and any payments made by the Interconnector which were on account of any period subsequent to such date shall be returned to the Interconnector. Unless the Telephone Company shall serve a termination notice as provided for in this Section, the Telephone Company shall make the repairs and restorations under the conditions of Sections 8.2.5(G)(2) and 8.2.5(G)(3) preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the Interconnector shall cooperate with the Telephone Company's restoration by removing from the multiplexing node as promptly as reasonably possible, all of the Interconnector's salvageable inventory and movable equipment, furniture and other property. The Interconnector's liability for fees and charges shall resume either upon occupancy by the Interconnector or thirty (30) days after written notice from the Telephone Company that the multiplexing node, floor space, conduit space, cable space or power plant is restored to a condition comparable to that existing prior to such casualty.

- (5) In the event of a catastrophic loss, resulting in damages to the central office and the physical collocation space, the Telephone Company will inform the Interconnector of its plans to rebuild as soon as is practicable and the Telephone Company will restore service to the Interconnector as soon as practicable. (N)(y)

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.5 Liability (Cont'd)

- (H) Nothing contained in this tariff shall relieve the Interconnector from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Telephone Company and the Interconnector each hereby releases and waives all right of recovery against the other or one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both the Telephone Company's and the Interconnector's insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. The Interconnector acknowledges that the Telephone Company shall not carry insurance on the Interconnector's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the Interconnector. (D)(y)
- (D)(y)
- (I) Each party shall hold the other harmless from and against any claim, judgment or liability of any nature, regardless of the cause therefor, that may be asserted or obtained by any person for personal injury or property damage related to or arising from the existence of the indemnifying party's owned or leased fiber optic cable, other cable or equipment in or attached to the interconnection point, conduit space, cable vault, cable space, multiplexing node or other item used to provide Expanded Interconnection Service (other than negligent actions or non-actions of the indemnified party's employees and agents) and any act, or failure to act, of the indemnifying party in connection with the use, inspection, maintenance, repair and replacement of such party's owned or leased fiber optic cable, other cable or equipment. (C)(y)
- (C)(y)

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.6 Multiplexing Node

A multiplexing node is the area in a Telephone Company serving wire center set aside for the exclusive use of an Interconnector purchasing Physical Collocation EIS.

(A) Technical Standards

All Interconnector owned or leased equipment to be installed in Telephone Company serving wire centers shall either be on the Telephone Company's list of approved products, or equipment that complies with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements (TR-NWT-000063) and Telephone Company serving wire center environmental and transmission standards in effect at the time of equipment installation. Interconnection shall be made in accordance with the provisions specified in technical reference publication TR-NWT-000063 and Section 2.6 preceding.

(B) Types of Equipment Allowed

The Interconnector's multiplexing node shall be the location where the Interconnector may place equipment needed to terminate basic transmission facilities, including optical terminating equipment and multiplexers.

- (1) The Interconnector may use the multiplexing node solely for the purposes of installing, maintaining and operating the Interconnector's equipment to interconnect with telecommunications services and facilities provided by the Telephone Company in accordance with this Section 8 of this Tariff and for no other purpose.

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.6 Multiplexing Node (Cont'd)

(B) Types of Equipment Allowed (Cont'd)

- (2) The Interconnector may order business service under the Telephone Company's local exchange tariff for official administrative communications required within the multiplexing node. The Interconnector's equipment and installation of the Interconnector's equipment shall comply with the Telephone Company's policies and practices relating to fire, safety, health, environmental, and network safeguards, and the Interconnector shall ensure that its equipment and installation activities do not act as a hindrance to the Telephone Company's services or facilities.
- (3) The Telephone Company will make reasonable efforts to provide contiguous space when the Interconnector requires it for expansion. In the event that contiguous space is not available and an Interconnector occupies more than one floor space location within the same serving wire center premises, the Interconnector shall be allowed to interconnect its equipment contained in such floor spaces. At these locations, the Interconnector shall be responsible for supplying the cabling between the Interconnector's floor space locations using the Telephone Company designated supporting structures. Additional rate elements and rates shall be developed and filed in this tariff in accordance with the Rules and Regulations of the Federal Communications Commission to recover the costs of such structures and activities.

(C)(y)

(C)(y)

(C) Non-Compliant Installations

If at any time the Telephone Company reasonably determines that either the Interconnector's equipment or the Interconnector's installation does not meet the requirements of this Tariff, the Interconnector shall be responsible for the costs associated with the removal of equipment or modification of the equipment or installation to render it compliant. If the Interconnector fails to correct any non-compliance with these standards within fifteen (15) days written notice to the Interconnector, the Telephone Company may have the equipment removed or the condition corrected at the Interconnector's expense.

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.6 Multiplexing Node (Cont'd)

(C) Non-Compliant Installations (Cont'd)

If, during the installation phase, the Telephone Company reasonably determines any of the Interconnector's activities or equipment are unsafe, non-standard or in violation of any applicable fire, environmental or other laws or regulations, the Telephone Company has the right to immediately stop the work or place it on hold. However, when such conditions pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the Interconnector. The reasonable cost of said work and/or actions shall be borne by the Interconnector. The Telephone Company reserves the right to remove products, facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS and the Telephone Company standards.

(D) Enclosures

The Telephone Company shall designate floor space within each serving wire center which shall constitute the multiplexing node. The Telephone Company shall engineer and construct a secure enclosure and/or room for the Interconnector(s).

(C)(Y)

(D)(Y)

(D)(Y)

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.6 Multiplexing Node (Cont'd)

(D) Enclosures (Cont'd)

(D)(y)

(D)(y)

Any work required or requested by the Interconnector after initial installation solely because of the existence of the Interconnector's facilities shall be at the Interconnector's expense.

The minimum size of a standard multiplexing node shall be 100 square feet per serving wire center. Additional space shall be offered on an as needed basis where feasible. An Interconnector with a multiplexing node in a Telephone Company serving wire center may request additional standard increments of 50 square feet in the same serving wire center.

(D)(y)

Non-standard size nodes may be negotiated between the Telephone Company and the Interconnector. Terms, conditions and rates for such space shall be developed and filed on an Individual Case Basis (ICB). Any Interconnector desiring the same terms and conditions shall be offered the same rates.

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1440 "M" Street, Lincoln, NE 68508

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.6 Multiplexing Node (Cont'd)(E) Power and Environmental Support

In addition to floor space the Telephone Company shall provide DC power, battery and generator back-up power, 110 volts AC power for convenience outlets and lighting for frames and environmental support to the Interconnector's equipment in the same manner that it provides such support items to its own equipment within that serving wire center. Such power shall not be guaranteed to any level in excess of the level provided by the Telephone Company for its own equipment and facilities. While the Telephone Company shall make every effort to prevent loss of power, no guarantee shall be made for absolute prevention of loss of power.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.6 Multiplexing Node (Cont'd)(E) Power and Environmental Support (Cont'd)(1) DC Power

Direct Current (DC) power with a nominal 48 volts power derived from the Telephone Company's rectifier and battery DC plant voltage shall be provided. DC power can vary between 54 volts (high voltage shutdown) and 45 volts. Normal plant float voltage is 52 volts. The Telephone Company and/or vendors approved by the Telephone Company shall install the equipment needed to deliver power to a DC power board in the immediate area of the Interconnector's multiplexing node. A ground bar for the use of all Interconnectors shall be connected to the serving wire center isolation ground bar at the Interconnector's expense. The DC power plant shall be subject to the normal voltage reductions common to battery plants occurring during commercial power failures. Once the back-up generator system is operational and placed back on-line, the DC voltage will return to the nominal voltage level. Should the Interconnector's power requirements increase to the point that the Telephone Company shall purchase additional power plant to meet their demands, the Interconnector shall be responsible for compensating the Telephone Company for the purchase and installation of such additional plant.

(2) Emergency AC Power

Emergency AC power is provided by a stand-by generator (on-site or portable) back-up during a loss of commercial AC. The transition time from commercial AC power to on-site emergency AC power can be anywhere from 10 to 120 seconds. Provision of portable generation equipment will take longer.

(F) Maintenance

The Interconnector shall be responsible for the installing, maintaining, repairing and servicing of its equipment located in the multiplexing node.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.6 Multiplexing Node (Cont'd)(G) Acceptance and Turnover of Space(s)

The Telephone Company shall notify the Interconnector in writing of the completion of the service preparation and cable installation work. Prior to beginning installation work or occupancy, the Interconnector shall indicate in writing the acceptance of all work done by the Telephone Company and/or any vendors approved by the Telephone Company. Interconnector access to the spaces shall be provided only after such acceptance. Billing of floor space, conduit facilities, power feeds, cross-connects and the remaining 50 percent of the Construction nonrecurring rate and the remaining 50 percent of the Entrance Facility Installation nonrecurring rate shall begin upon written notification by the Telephone Company to the Interconnector that all installation has been completed and the multiplexing node is ready for occupancy.

(C)(y)

(C)(y)

Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the Interconnector's multiplexing node, the Interconnector shall obtain the Telephone Company's written approval of the Interconnector-proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval, and may require scheduling changes. Such approval shall not be unreasonably withheld.

The Interconnector is responsible for procuring all fiber optic cables from the interconnection point to the multiplexing node, including fiber optic cable into the serving wire center cable vault, and within cable support structures between the cable vault and the multiplexing node.

Certain material formerly found on this page now appears on page 464.1.

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd) (N)(Y)
- 8.2 Regulations (Cont'd)
- 8.2.6 Multiplexing Node (Cont'd) (N)(Y)
- (H) Reclamation of Floor Space (M)(C)(Y)
- If floor space is needed to accommodate another Interconnector or the Telephone Company's service, the Telephone Company may take back from the Interconnector floor space not being used or not being used efficiently. In determining whether an Interconnector's space is being used efficiently, the Telephone Company will consider all relevant factors, including the need to meet minimum safety standards, the amount of space needed for ventilation and access, the need for an adequate amount of storage space, and the number of bays needed for the type of equipment deployed. The Interconnector shall have one hundred and eighty (180) days from notice by the Telephone (M)(C)(Y)

Certain material found on this page formerly appeared on page 464.

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.6 Multiplexing Node (Cont'd)(H) Reclamation of Floor Space (Cont'd)

Company to either satisfy the requirement that floor space be efficiently used or vacate the space. Warehousing is not allowed. Warehousing shall be deemed to occur when purchased floor space has not been occupied by Interconnector equipment for more than one (1) year. Both the Telephone Company and the Interconnector shall work cooperatively to maximize the availability of floor space.

(C)(y)
(C)(y)

- (I) The Interconnector shall be responsible for accepting delivery, installation and maintenance of its equipment within the multiplexing node. The Interconnector shall not construct improvements or make alterations or repairs to the floor space or floor space enclosure (if any) without the prior written approval of the Telephone Company, which the Telephone Company shall not unreasonably withhold.

(J) Prohibited Tools

Powder actuated tools shall not be used in any fashion in any serving wire center without specific permission of the Telephone Company.

8.2.7 Access, Safety and Security

- (A) The Telephone Company shall permit the Interconnector's employees, agents and contractors approved by the Telephone Company (such approval shall not be unreasonably withheld) to have access to the areas where the Interconnector's multiplexing node is located at all times, provided that the Interconnector's employees, agent and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. The Interconnector shall be provided with serving wire center specific procedures for entry. The Interconnector shall also be given procedures for

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.7 Access, Safety and Security (Cont'd)

(A) (Cont'd)

notifying the Telephone Company that supervisory personnel shall be needed at a specific serving wire center or other Telephone Company premise. The Interconnector shall pay the stated supervision nonrecurring charges, as described in Section 8.2.11(M) following, for all supervision of its personnel in the serving wire center or other Telephone Company premises.

(B) The Interconnector shall not install any equipment, cable or fiber optic cable in its multiplexing node that does not meet the National Electrical Code, local electrical codes or other applicable health and safety regulations.

(C) Inspections

(1) The Interconnector shall allow the Telephone Company access to the multiplexing node for emergency, safety and inspection purposes. Inspections may be conducted at irregular intervals of all or portions of the Interconnector's facilities, to determine that occupancies are authorized and are installed and maintained in conformance with the required standards. The Interconnector shall have the right to be present for inspections of their physical collocation equipment. The Telephone Company will provide the Interconnector with two weeks advance written notice for non-emergency inspections. Non-emergency inspections will be conducted no more frequently than once a month. If an inspection is to be conducted by an outside agency (e.g., fire, safety, insurance), the Telephone Company will notify the Interconnector promptly in writing of the outside agency inspection unless notice in writing is not practicable. If notice in writing is not practicable, the Telephone Company will provide the Interconnector with prompt non-written notice so that the Interconnector can exercise its right to be present at the inspection. In the event that an emergency necessitates an inspection, the Telephone Company will, as soon as reasonably possible, notify the Interconnector of the emergency, the nature of the emergency, and that an inspection is being conducted in response to the emergency.

(C)(y)

(C)(y)

Certain material formerly found on this page now appears on page 467.

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.7 Access, Safety and Security (Cont'd)

(C) Inspections (Cont'd)

- (2) The Telephone Company shall visually observe the Interconnector's equipment, cable facilities, fiber optic cable and equipment installation during and shortly after the completion of the installation of such equipment and facilities to determine that all occupancies conform to the standards required by this Tariff. (M)(y)
- (3) The Telephone Company shall verify that corrective action has been taken by the Interconnector on variances from required safety, construction and maintenance practices reported to the Interconnector by the Telephone Company. (M)(y)
- (4) The Telephone Company has the right to inspect, at the Interconnector's expense, the completed installation of the Interconnector's equipment and facilities.
- (5) Any repairs or modifications made necessary by such inspections shall be at the expense of the Interconnector.
- (6) The Interconnector has the right to be present at such inspections.
- (7) The Telephone Company reserves the right of access to the Interconnector's multiplexing node to perform required daily housekeeping and building maintenance activities.

(D) Security Arrangements

- (1) The Interconnector shall abide by all the Telephone Company security practices for non-Telephone Company employees with access to the Telephone Company's serving wire centers. Any violation of this Section 8.2.7 shall be grounds for termination of Physical Collocation EIS for the Interconnector involved.
- (2) The Interconnector shall supply the Telephone Company with a list of its employees who require access. The list shall include social security numbers of all such individuals.

Certain material found on this page formerly appeared on page 466.

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.7 Access, Safety and Security (Cont'd)(D) Security Arrangements (Cont'd)

- (3) The Telephone Company shall issue non-employee photographic identification cards for each Interconnector employee listed, in accordance with Section 8.2.7(D)(2) preceding, at the Interconnector's expense as described in Section 8.2.11(M)(5) following. These cards shall permit access to the location of the Interconnector's multiplexing node. The Interconnector is responsible for returning cards of its terminated employees. All cards shall be returned upon termination of Interconnector's Physical Collocation EIS.
- (4) The Interconnector's employees shall display identification cards at all times.
- (5) The Interconnector's employees are restricted to a specific access route, designated by the Telephone Company, from the designated serving wire center exterior door to the multiplexing node. The Interconnector's employees shall be accompanied at all times by a Telephone Company employee assigned to Interconnector supervision at the Interconnector's expense.
- (6) The Telephone Company shall provide the security device for the multiplexing node enclosure. The Interconnector shall be provided with keys or other provisions for access to its node. The Telephone Company shall be permitted access to the multiplexing node to perform its required housekeeping, building maintenance and equipment inspection activities and in the event of an emergency.
- (7) During the installation phase, or for subsequent maintenance, the Interconnector shall have access to its multiplexing node and any room or area containing the Interconnector's equipment or facilities. The Interconnector shall be supervised at all times and in such required areas by qualified Telephone Company employees for these occasions at the expense of the Interconnector, as described in Sections 8.2.7, 8.2.11 and 8.4.4 following.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.7 Access, Safety and Security (Cont'd)(D) Security Arrangements (Cont'd)

(8) In the event of work stoppages, separate entrances shall be established for the Interconnector, where possible. This shall assure that one party's work stoppage does not impinge upon the other party's normal work operations. Inability to provide such separate entrances shall not render the Telephone Company liable for any claim for damages.

(9) The Interconnector shall be supervised by Telephone Company personnel all times while on Company premises including to and from all multiplexing nodes, EIS interconnection points, cable spaces and conduit spaces. The Interconnector shall pay the supervision rates, in Section 8.4.4 following, for such supervision. Travel time, if required, shall be assessed as applicable. Any supervision, maintenance or testing assistance requiring a call-out of a Company technician shall also be charged as additional labor in accordance with Section 8.4.4 and/or Section 13 following, as appropriate.

(E) Access Rights of the Telephone Company

The Interconnector shall provide emergency access to its multiplexing node at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environmental safeguards. If conditions permit, notification of such access shall be provided and the Interconnector shall have the option to be present at time of access.

(F) Shared Building Facilities

The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) shall be permitted. The Interconnector's personnel shall be supervised at all times by Telephone Company personnel at the Interconnector's expense, as described in Sections 8.2.7, 8.2.11 and 8.4.4 following.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.7 Access, Safety and Security (Cont'd)

(G) Rules of Conduct

The Interconnector shall ensure that its employees/vendors with access to the Telephone Company serving wire center(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the serving wire center and the Telephone Company's personnel and vendors.

Such rules shall be provided to the Interconnector. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company shall provide the Interconnector with written notice of such changes.

8.2.8 Fiber Optic Cable Provisioning and Placement

The Interconnector shall be responsible for supplying the fiber optic cable(s) from the EIS interconnection point (manhole) to the multiplexing node. Sufficient length shall be supplied to accommodate any extra cable required by the Interconnector. The Interconnector shall also be responsible for supplying the fiber optic cable manufacturer's specifications to the Telephone Company.

(A) Installation and Maintenance

- (1) The Telephone Company and/or vendors approved by the Telephone Company shall install the Interconnector's fiber optic cable in Telephone Company duct systems, cable vaults, riser systems and cable runways from the EIS interconnection point to the Interconnector's multiplexing node. Equipment and facilities shall be maintained only upon request of the Interconnector and shall be on a time-sensitive or time-and-materials basis, as described in Section 8.2.11(M) following, for other nonrecurring charges. These also apply to acceptance, cooperative, and end-to-end testing. The rates for supervision of the Interconnector's activities within serving wire

(C)(Y)

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.8 Fiber Optic Cable Provisioning and Placement (Cont'd)(A) Installation and Maintenance (Cont'd)

- (1) (Cont'd)
centers or other Telephone Company premises are listed in Sections 8.2.11(M) and 8.4.4 following. These rates assume on-site availability of personnel. Travel time, if required, shall be assessed.
- (2) Installation and maintenance shall be provided in a timely and efficient manner consistent with the Telephone Company's treatment of its own facilities.
- (3) The Telephone Company shall specify the routing and design of all support structures for cable and fiber optic cable. The Interconnector shall provide sufficient fiber optic cable at the EIS interconnection point to reach the multiplexing node. The fiber optic cable shall meet National Electrical Code specifications and Telephone Company standards. Only one (1) fiber optic cable shall be placed in each conduit facility.
- (4) The Interconnector shall properly ground the fiber optic cable within the multiplexing node. All splicing within the multiplexing node shall be mechanical to avoid safety hazards.

(B) Isolation and Grounding(1) Fiber Optic Cable

Fiber optic cable shall be electrically isolated and grounded by the Telephone Company and/or vendors approved by the Telephone Company upon entry to the serving wire center cable vault. Isolation shall be achieved by removing any metallic sheath or covering for a length of at least six (6) inches. Grounding shall be achieved by connecting the metallic sheathing of the underground portion of the fiber optic cable to the cable entrance ground bar (CEGB). The remaining portion of the fiber optic cable inside the serving wire center shall be isolated and

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.8 Fiber Optic Cable Provisioning and Placement (Cont'd)

(B) Isolation and Grounding (Cont'd)

(1) Fiber Optic Cable (Cont'd)

grounded to the serving wire center isolation ground bar using National Electrical Code standards. Such isolation and grounding shall be performed by the Telephone Company and/or vendors approved by the Telephone Company. A ground bar for the use of all Interconnectors shall be connected to the serving wire center isolation ground bar at the Interconnector's expense as described in 8.2.6(E) preceding.

Only fiber optic cable with a dielectric central strength member shall be permitted in Telephone Company serving wire centers (Metallic central strength members are not permitted). Maximum outside diameter of the fiber optic cable is 0.75 inches.

(2) Frames, Racks and Equipment

All frames, racks and equipment shall be electrically isolated and grounded by connection to the serving wire center ground bar using National Electrical Code standards. A ground bar for the use of all Interconnectors shall be connected to the serving wire center isolation ground bar at the Interconnector's expense as described in 8.2.6(E) preceding.

(C) Splices

The Telephone Company shall own any splice or splice case made to fiber optic cable in Telephone Company owned ducts, vaults or serving wire centers. If required, the Telephone Company and/or Telephone Company approved vendors shall splice its fiber optic cable to the Interconnector's fiber optic cable using Telephone Company procedures and standards. The Telephone Company and/or vendors approved by the Telephone Company shall maintain the splice and splice case. The Interconnector may test the splice on an end-to-end basis.

(C)(y)

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.8 Fiber Optic Cable Provisioning and Placement (Cont'd)

(D) Ducts and Sub-Ducts

The last duct or sub-duct in any duct system is for Telephone Company use only.

(E) EIS Interconnection Point Openings

The Telephone Company and/or vendors approved by the Telephone Company shall provide the opening to the EIS interconnection point.

(C)(y)

(F) The Interconnector's facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulation of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction. All Interconnector facilities, splices and equipment shall comply with the Telephone Company's Policies and Practices. Where a difference in specification may exist, the more stringent shall apply. The Interconnector's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other Interconnector's facilities.

(G) While many of the standards and technical requirements for the Interconnector's fiber optic cable, equipment and facilities are set forth in 8.2.8(B) and 8.2.8(F) preceding, the Telephone Company reserves the right to reasonably specify the type of fiber optic cable, equipment and construction standards reasonably required in situations not otherwise covered in this Tariff. In such cases, the Telephone Company shall at its discretion furnish to the Interconnector written material which shall specify and explain the required construction.

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.8 Fiber Optic Cable Provisioning and Placement (Cont'd)

- (H) All installation work between the EIS interconnection point and the multiplexing node shall be performed by the Telephone Company and/or vendors approved by the Telephone Company. This work shall be performed in a timely and efficient manner consistent with the Telephone Company's treatment of its own facilities. All restoration and maintenance work between the EIS interconnection point and the multiplexing node shall be performed by the Telephone Company and/or vendors approved by the Telephone Company at the Interconnector's expense. This work shall be performed in a timely and efficient manner consistent with the Telephone Company's treatment of its own facilities. Cable maintenance or rearrangement nonrecurring charges, as appropriate shall be assessed. See Section 8.2.11(M)(4) following. (N)(y)
(N)(y)
(C)(y)
- (I) The Telephone Company shall provide fiber restoration, based on existing Telephone Company restoration practices in effect at the time.
- (J) The Telephone Company shall provide emergency restoration of all active fibers, based on site awareness of the damaged fiber.
- (K) The Telephone Company shall require all active fibers to be shut down (dark) at time of restoration.
- (L) The Telephone Company shall in its sole judgment, use the most appropriate splicing and mechanical equipment available to restoration crews.
- (M) The Interconnector shall meet all environmental and Occupational Safety and Health Act (OSHA) requirements at the emergency site before the Telephone Company shall commence restoration.
- (N) The Telephone Company shall provide knowledgeable management personnel support on site within two (2) hours after the site of any failure is defined.
- (O) Restoration is defined as repair of fiber integrity that shall provide a workable network. Such network may not have the same engineered specifications as would apply to the original fiber.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.8 Fiber Optic Cable Provisioning and Placement (Cont'd)(P) Temporary Staging Area

The Interconnector shall have the right to use a portion of the serving wire center(s) and loading areas, if available, on a temporary basis during the Interconnector's equipment installation work in the multiplexing node. The Interconnector is responsible for protecting the Telephone Company's equipment and serving wire center within the staging area and along the staging route. The Interconnector shall store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight shall be permitted in the staging area(s). The Interconnector shall meet all of the Telephone Company fire, safety and housekeeping requirements. This temporary staging area shall be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of installation work.

8.2.9 Point of Termination(A) Description

The Telephone Company shall designate digital signal cross-connect (DSX) panel and/or distribution block locations on an Intermediate Distribution Frame (IDF) as the Point of Termination (POT) for fiber optic cables extending from the multiplexing node and used for interface with the Telephone Company network. This POT shall be the point of physical demarcation between the Interconnector's services and the Telephone Company's services. The Telephone Company and/or vendors approved by the Telephone Company shall provide, install and repair all fiber optic cables, other cables, racks and serving wire center termination equipment necessary to provide the interface required for connection to the Telephone Company network on the Telephone Company side of the multiplexing node. The Interconnector shall pay any costs incurred by the Telephone Company whenever the Telephone Company personnel are required to identify a trouble as being on the Interconnector's side of the POT or to perform maintenance on equipment on the Interconnector's side of the POT in the form of other nonrecurring charges, described in Section 8.2.11(M) following. More than one (1) POT may exist in a serving wire center. (C)(y)

(y) Filed under authority of FCC 97-208.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.9 Point of Termination (Cont'd)(B) Maintenance

(T)(Y)

The Telephone Company and/or vendors approved by the Telephone Company shall repair, at the Interconnector's expense, all fiber optic cables, other cables, racks, and termination equipment necessary to provide the interface required for connection to the Telephone Company's network between the POT and the multiplexing node.

(C)(Y)

8.2.10 Manhole and Conduit Facilities(A) EIS Interconnection Point

The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its EIS interconnection point (e.g., manholes). No splicing shall be permitted at the EIS interconnection point, the Telephone Company cable vault or any location other than the multiplexing node. The Interconnector shall provide a length of underground fiber optic cable at the EIS interconnection point specified by the Telephone Company of sufficient length to be pulled through the serving wire center conduit and the serving wire center cable vault and into the multiplexing node, without the need for splicing. The Interconnector is responsible for the placement of the fiber optic facility to the EIS interconnection point. This installation shall be coordinated with and inspected by the Telephone Company. The Interconnector shall be accompanied by a qualified Telephone Company representative in all EIS interconnection points at the Interconnector's expense as described in Section 8.2.7 preceding and 8.2.11(M) and 8.4.4 following. If the Telephone Company has more than one (1) cable entrance to the cable vault of a given serving wire center, two (2) of those entrances shall be designated by the Telephone Company as available to Interconnectors except where all entrances but one are at capacity.

(T)(Y)

(B) Conduit Space

The Telephone Company and/or vendors approved by the Telephone Company shall install the fiber optic cable provided by the Interconnector in the conduit space. The

(C)(Y)

(y) Filed under authority of FCC 97-208.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.10 Manhole and Conduit Facilities (Cont'd)(B) Conduit Space (Cont'd)

Interconnector shall be required to provide a usage forecast for planning and duct allocation purposes as stated in Section 8.2.11(F) following. The Telephone Company may provide shared conduit with dedicated inner or sub-duct. The Interconnector shall not be permitted to reserve space in the serving wire center conduit. If new conduit is required, the Telephone Company shall negotiate with the Interconnector to determine a mutually agreeable course of action to deal with the specific location. The Telephone Company reserves the right to manage its own serving wire center conduit requirements and to reserve vacant space for facility additions planned within three years as its primary use.

(C) Cable Space - Serving Wire Center Cable Vault

The Telephone Company shall provide cable trays within the Telephone Company cable vault to support the Interconnector's fiber optic cable from the vault entrance to the riser conduit described in 8.2.10(D) following. The Telephone Company shall identify all Interconnector facilities accordingly. The Telephone Company and/or vendors approved by the Telephone Company shall install the Interconnector-provided fiber optic cable in the vault. To avoid unnecessary reinforcements or rearrangements, the Interconnector shall size the fiber optic facilities to meet three-year forecasted demand, where feasible.

(C)(y)

(C)(y)

(D) Cable Space - Serving Wire Center Risers and Cable Racks

The Telephone Company shall provide space for installing electrical metallic tubing (EMT) between the Telephone Company cable vault and the multiplexing node. Where deemed necessary by the Telephone Company, pull boxes and/or metallic flexible tubing shall be installed to allow a secured and continuous path. These facilities shall be installed by the Telephone Company and/or

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.10 Manhole and Conduit Facilities (Cont'd)(D) Cable Space - Serving Wire Center Risers and Cable Racks
(Cont'd)

vendors approved by the Telephone Company with no more (C)(y)
than one Interconnector occupying a single EMT. The
Telephone Company and/or vendors approved by the Telephone
Company shall install the Interconnector-provided fiber
optic cable in the conduit between the cable vault and the (C)(y)
multiplexing node. Fiber optic cables shall comply with
the Telephone Company Policies and Practices relating to
fire, safety, health, environmental and network safe-
guards. Racks, frames, equipment and fiber optic cables
shall be isolated and grounded within the multiplexing
node. The Telephone Company and the Interconnector shall
jointly determine the length of fiber optic cable needed
to reach from the EIS interconnection point to the
Interconnector's multiplexing node. Any additional length
of fiber optic cable needed in the multiplexing node by
the Interconnector must be allowed for in calculating the
required length. Special arrangements shall be agreed
upon to meet unusual conditions. Added or special
rearrangements requested by the Interconnector may result
in additional charges to the Interconnector. Any such
charges shall be filed in this tariff. All maintenance of
fiber optic cables shall be performed by the Telephone
Company and/or vendors approved by the Telephone Company
at the Interconnector's expense as a cable maintenance
nonrecurring charge described in Section 8.2.11(M)
following.

8.2.11 Initiating Service(A) Contact Point

Initial requests for Physical Collocation EIS service
shall be made to the Telephone Company's Interexchange
Customer Service Center (ICSC). ICSC shall send applica-
tion and information request forms to the Interconnector
for detailed technical information.

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ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.11 Initiating Service (Cont'd)

(B) Advance Payment

Subject to space availability, Physical Collocation EIS shall be provided to all Interconnectors on a first come, first served basis. The Telephone Company shall require an Advance Payment, listed in Section 8.4.1 following, per serving wire center per collocation request.

(C)(y)
(C)(y)

Receipt of the advance payment shall determine the order of priority on Interconnector requests. In those instances where space becomes a limited resource, the Telephone Company reserves the right to petition the Federal Communication Commission for approval of any allocation plan necessary to accommodate bona fide Interconnectors.

(E) Deposits

Deposit requirements (if required) are listed in Section 2.4.1 preceding, of this tariff.

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President
1440 "M" Street, Lincoln, NE 68508

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.11 Initiating Service (Cont'd)(F) Forecasts

Annually, the Interconnector shall provide the Telephone Company with a forecast of conduit space, floor space, cable space, power usage and Cross-connect usage for the next three (3) years for planning purposes. In the event such a forecast is not met, no obligation or penalty shall be incurred by the Interconnector or the Telephone Company in meeting such a forecast.

(G) Inter-Interconnector Facilities

An Interconnector shall not interconnect equipment or facilities in its multiplexing node with equipment or facilities within another Interconnector's multiplexing node by any means.

- (H) Upon receipt of the Interconnector's advance payment, the Telephone Company shall make available to the Interconnector any Telephone Company-specific documentation requested by the Interconnector.

The Interconnector is responsible for obtaining all other specifications. The Telephone Company and the Interconnector shall work cooperatively to develop an equipment layout that complies with the specifications described in Sections 8.2.6(B) and 8.2.6(H) preceding, to be placed within the multiplexing node, in order to minimize space requirements.

(I) Pre-Construction Survey and Design and Construction

- (1) The Telephone Company shall conduct a Pre-Construction Survey for each Interconnector request for floor space, cable space, conduit space and power for which occupancy is requested to determine the availability of such spaces to accommodate the Interconnector's facilities. In determining the availability of power and space in the Telephone Company's conduit system and serving wire center, the Telephone Company shall consider, and give preference to, its present and foreseeable needs for such spaces in order to fulfill its obligations to provide its tariffed services to its other customers.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.11 Initiating Service (Cont'd)

(I) Pre-Construction Survey and Design and Construction
(Cont'd)

- (2) The Telephone Company shall use best efforts to notify the Interconnector within eight (8) business days whether or not the request can be met. If space is available, the Telephone Company shall provide the Interconnector a proposed Collocation Schedule for Physical Collocation EIS. This schedule shall contain the time intervals (not to exceed 120 days) for preparation of conduit space, cable space and floor space.
- (3) The Interconnector shall have thirty (30) days from the receipt of the collocation schedule to pay the Advance Payment (described in Section 8.2.11(B) preceding) and agree in writing to the Collocation Schedule.

ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.11 Initiating Service (Cont'd)

(I) Pre-Construction Survey and Design and Construction
(Cont'd)

- (4) The estimated interval in the collocation schedule (not to exceed 120 days) for turnover of space(s) shall commence from the payment by the Interconnector of the Advance Payment and receipt of the written agreement to the Collocation Schedule.

(J) Removals, Relocations and Rearrangements

- (1) Upon termination of the Interconnector's use of its multiplexing node or any portion thereof, the Interconnector shall remove its equipment from that space within thirty (30) days. Upon removal by the Interconnector of all its equipment from the multiplexing node or portion thereof, the Interconnector shall restore that multiplexing node to its original condition at time of occupancy. Due to physical and technical constraints, removal of any cable is at the Telephone Company's option.
- (2) If it becomes necessary in the Telephone Company's reasonable judgment in order to fulfill its obligations under any Law, and there are no other reasonable alternatives, the Telephone Company shall require the Interconnector to move from its multiplexing node to a multiplexing node in another location and/or reroute any of the Interconnector's facilities within the same serving wire center. The Telephone Company will make all reasonable efforts to minimize disruption of the Interconnectors' services. If the Telephone Company relocates the Interconnector to either a central office at a new location or to a new location within the central office for reasons other than an emergency, the Telephone Company will provide the Interconnector with as least 180 days' advance written notice. The Telephone Company shall bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling. The Interconnector shall be responsible for relocating its equipment and facilities and any cost associated with the Telephone Company's requirement to reroute and/or replace the Interconnector facility cable. The Telephone Company and the Interconnector shall work together in good faith to minimize any

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.11 Initiating Service (Cont'd)(J) Removals, Relocations and Rearrangements (Cont'd)

- (2) (Cont'd)
disruption of the Interconnector's services as a result of such relocation.
- (3) Should the Interconnector wish to move equipment from one location within the collocation space to another, the Interconnector shall be responsible for removing and transporting its equipment to the new site and installing it. The Telephone Company shall treat the relocation as a removal and a new installation of Physical Collocation EIS.
- (4) Should the Telephone Company need to install additional facilities in any conduit system in which the Interconnector occupies conduit space for the purpose of meeting its own service requirements or for providing for another Interconnector, the Telephone Company shall, after notifying the Interconnector of the additional occupancy, rearrange the Interconnector's facilities in the conduit system as reasonably determined by the Telephone Company so that the additional facilities of the Telephone Company, or other Interconnector, may be accommodated. The Telephone Company and the Interconnector shall work together in good faith to minimize any disruption of the Interconnector's service as a result of such relocation. The Interconnector shall have no claim against the Telephone Company for any loss of business from full or partial interruption or interference due to any facility relocation.
- (5) In an emergency, the Telephone Company shall use reasonable efforts to notify the Interconnector, but nevertheless may rearrange the Interconnector's facilities occupying a conduit, manhole, cable vault, riser system or cable support structure without prior notification. Such rearrangement shall be at the Interconnector's expense, if such emergency is a result of the Interconnector's occupancy of space(s) under Physical Collocation EIS Service or as a result of any act or omission on the part of the Interconnector, its employees, agents or vendors.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.11 Initiating Service (Cont'd)(K) Additions

Additions to an existing Interconnector's Physical Collocation EIS shall be treated the same as a request for initial service. All terms and conditions regarding the ordering of service shall apply. All appropriate nonrecurring charges shall apply. See Section 8.2.11(M) following. Upon Telephone Company receipt of a request by an Interconnector for an additional fiber optic facility from the EIS interconnection point to the multiplexing node, the Telephone Company shall ask the Interconnector to replace existing fiber optic cable(s) by combining the new requirement with the existing fiber optic cable requirement and extending one (1) fiber optic cable from the EIS interconnection point to the multiplexing node. Any splices required by the Interconnector to achieve this requisite will be completed by the Interconnector outside the Telephone Company facilities (manhole, conduit, vault or building). Upon completion of installation of the new consolidated Interconnector fiber optic cable from the EIS interconnection point to the multiplexing node, under the same terms of Section 8.2.8(A) preceding, the Interconnector shall be responsible for the transfer of all working facilities from the existing fiber optic cable to the new fiber optic cable at no cost to the Telephone Company.

(C)(y)

After receipt of written notification from the Interconnector that the existing fiber optic cable(s) have been removed from service and physically cut at the multiplexing node the Telephone Company shall (at its option) remove said fiber optic cables(s) from the EIS interconnection point to the multiplexing node.

(L) Modifications

Where the Interconnector intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the Interconnector shall request and receive written consent from the Telephone Company. Such consent shall not be unreasonably withheld.

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ACCESS SERVICE

8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.11 Initiating Service (Cont'd)

(M) Nonrecurring Charges

Nonrecurring charges are those costs of providing Physical Collocation EIS that are not monthly recurring costs. (C)(y)
(N)(y)
If an initial Interconnector has paid a nonrecurring charge for an asset and is succeeded by another Interconnector who uses that asset, the initial Interconnector will be credited the remaining undepreciated amount of the equipment and the cage construction cost upon occupancy by the subsequent Interconnector. The subsequent Interconnector will be responsible for paying the remaining undepreciated amount of the cost. If the Telephone Company uses an asset for which an Interconnector paid a nonrecurring charge, the Telephone Company will make a pro rata refund to the Interconnector. There are five (5) nonrecurring charges specific to Physical Collocation EIS: (N)(y)

- (1) Construction - This charge covers the costs for design, engineering and construction of the Interconnector's collocation space and the multiplexing node enclosure (if any). (T)(y)
(D)(y)

(D)(y)

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8. Expanded Interconnection Service (Cont'd)

8.2 Regulations (Cont'd)

8.2.11 Initiating Service (Cont'd)

(M) Nonrecurring Charges (Cont'd)

- (2) Entrance Facility Installation - This charge covers the cost of installing the Interconnector provided fiber optic cable from the EIS interconnection point to the multiplexing node. Entrance Facility installation costs shall also be assessed for the installation of the additional Interconnector facilities subsequent to the initial installation of Physical Collocation EIS. (T)(y) (C)(y)
- (3) Supervision - This charge covers the cost of supervising Interconnector personnel while on Telephone Company premises. Supervision is described in Section 8.2.7 preceding, and supervision rates are listed in Section 8.4.4 following.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.11 Initiating Service (Cont'd)(M) Nonrecurring Charges (Cont'd)

- (4) Cable Maintenance and Rearrangement - This charge covers such activities as maintenance and repair of installed Interconnector fiber optic cable and rearrangement of installed Interconnector fiber optic cable. Telephone Company costs shall be calculated from the additional labor rates in Section 13 following. Any material items expended and any subcontractor costs incurred shall also be included. All these costs shall be included in providing Cable Maintenance and Rearrangement.
- (5) Other - This charge covers all requests by an Interconnector for the Telephone Company to provide a service not covered by a specific recurring or nonrecurring charge. Telephone Company costs shall be calculated from the additional labor rates in Section 13 following. Any material items expended and any subcontractor costs incurred shall also be included. All these costs shall be included in providing the requested service. Any other per person costs of Telephone Company personnel shall be at the loaded wage rate for the job title. These other per person costs are not specified in this Tariff due to the inability of the Telephone Company to predict what services an Interconnector might need. Such labor rates shall be filed in this tariff upon their request by an Interconnector.

(N) Reselling Space or Sub-leasing

The Interconnector shall not provide or make space available to any third party within any of the Telephone Company spaces (e.g., EIS interconnection point, conduit space, cable space, multiplexing node) provided to the Interconnector under Physical Collocation EIS, whether by sale, sub-lease or other assignment or transfer of any right or interest in such Telephone Company spaces.

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8. Expanded Interconnection Service (Cont'd)8.2 Regulations (Cont'd)8.2.11 Initiating Service (Cont'd)(O) Successors in Interest and Assigns

All obligations and duties of any Interconnector under this tariff shall be binding on all successors in interest and assigns of said Interconnector.

8.2.12 Confidential Information

The Telephone Company shall hold in confidence information provided to it by the Interconnector in the process of providing Physical Collocation EIS and information known to the Telephone Company as a result of the interconnection of equipment contained in multiplexing node to the Telephone Company facilities and services. The Interconnector shall hold in confidence information provided to it by the Telephone Company in the process of providing Physical Collocation EIS and information known to the Interconnector as a result of its presence in the Telephone Company spaces. Neither Party (Telephone Company or Interconnector) is obligated to hold in confidence information that:

- * Is already known to the Party free of any obligation to keep confidential:
- * Was or becomes publicly available by other than unauthorized disclosure; or
- * Was rightfully obtained from a third party not obligated to hold such information in confidence.

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8. Expanded Interconnection Service (Cont'd)

8.4 Rate Structure and Rates

8.4.1 Rate Structure

- (A) There are four (4) monthly rate elements for Physical Collocation of Expanded Interconnection Service:

(C)(y)
(C)(y)

Floor Space
Conduit Facilities
Power Feed
Cross-connect

Floor space, conduit facilities and power feed rates may vary by serving wire center.

(T)(y)

The cross-connect rates are shown in Section 8.4.5 following.

- (B) Floor space - This covers costs of preparation and provisioning of the physical floor space and construction of an enclosure (if any).
- (C) Conduit facilities - This covers the per fiber optic cable costs of both the conduit space and the cable space. Some of the items included are: EIS interconnection point (e.g. the manhole); the conduit to the serving wire center vault; any splices; the riser conduit and cable runway to the collocation space.
- (D) Power feed - This covers the per equipment frame or rack cost of 48 volt DC power and cabling and power distribution panels. A minimum of two (2) power feeds, at fifteen (15) amperes maximum each, are required for the initial 100 square foot multiplexing node.
- (E) Advance payment - Upon request for a multiplexing node or additions thereto but prior to commencement of any activity, the Interconnector shall provide the Telephone Company with an advance payment representing 50 percent of the Construction nonrecurring rate as set forth in Section 8.4.2 following, plus 50 percent of the Entrance Facility Installation nonrecurring rate as set forth in Section 8.4.2 following.

(T)(y)
(C)(y)

(C)(y)

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8. Expanded Interconnection Service (Cont'd)

8.4 Rate Structure and Rates (Cont'd)

8.4.1 Rate Structure (Cont'd)

(D)(y)

(D)(y)

(H) The Interconnector shall provide the Telephone Company with a resale certificate for each customer of the Interconnector for exemption of sales and federal excise taxes.

(I) Billing for the recurring rates, shown in Sections 8.4.2 following, shall commence on the occupancy date as specified in Section 8.2.6(G) preceding.

(C)(y)

(J) The Telephone Company may change the rates for Physical Collocation EIS at any time.

(K) The Interconnector shall reimburse the Telephone Company for all reasonable repair or restoration costs incurred by the Telephone Company associated with damage or destruction caused by the Interconnector's personnel, agents, suppliers, contractors or visitors.

(L) Cross-connect - This covers the cost of the connection between the Interconnector's multiplexing node and the Telephone Company's network facilities.

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8. Expanded Interconnection Service (Cont'd)8.4 Rate Structure and Rates (Cont'd)8.4.2 Physical Collocation EIS - Serving Wire Center Specific Rates

- (A) Floor space - 100 square foot standard - per square foot per month:

Wire Center Name	CLLI Code	USOC	Rate	(R)(Y)
1440 "M" St. Lincoln, NE	LNCLNEXL	FLS	\$4.38	

- (B) Conduit facilities - EIS Interconnection point to multiplexing node - per conduit facility per month:

Wire Center Name	CLLI Code	USOC	Rate	(R)(Y)
1440 "M" St. Lincoln, NE	LNCLNEXL	CND	\$123.19	

- (C) 48 Volt power feed - Fifteen (15) amperes maximum each - per equipment frame or rack per month. A minimum of two (2) for the initial 100 square feet of space:

Wire Center Name	CLLI Code	USOC	Rate	(N)(Y)
1440 "M" St. Lincoln, NE	LNCLNEXL	PWR	\$71.06	

- (D) Construction - Preparation of the central office space for physical collocation and construction of the Interconnector's multiplexing node enclosure - per serving wire center per collocation request:

Wire Center Name	CLLI Code	USOC	Nonrecurring Rate
1440 "M" St. Lincoln, NE	LNCLNEXL	CON	\$5,167.05

- (E) Entrance Facility Installation - Installation of an interconnection arrangement from the manhole to the Interconnector's multiplexing node - per serving wire center per collocation request:

Wire Center Name	CLLI Code	USOC	Nonrecurring Rate	(N)(Y)
1440 "M" St. Lincoln, NE	LNCLNEXL	EFI	\$2,249.10	

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8. Expanded Interconnection Service (Cont'd)8.4 Rate Structure and Rates (Cont'd)8.4.4 Supervision

The following rates shall be assessed for supervision of Interconnector personnel while on Telephone Company premises. Rates are per hour or fraction thereof. A minimum of two (2) hours per instance of Interconnector supervision shall be assessed. A call-out of a Telephone Company employee at a time not coinciding with the employee's scheduled work period (e.g., 7:00 a.m. to 4:00 p.m.) shall be subject to a minimum charge of four (4) hours.

Time Periods

Basic Time, normally scheduled working hours, per supervisor, per hour.

Office Name	CLLI Code	Job Title	USOC	Rate
1440 "M" St. Lincoln, NE	LNCLNEXL	Network Technician	ALE	\$39.60

Overtime, outside normally scheduled working hours on a schedule work day, per supervisor, per hour.

Office Name	CLLI Code	Job Title	USOC	Rate
1440 "M" St. Lincoln, NE	LNCLNEXL	Network Technician	ALE	\$59.40

Premium Time, outside scheduled work day, per supervisor, per hour.

Office Name	CLLI Code	Job Title	USOC	Rate
1440 "M" St. Lincoln, NE	LNCLNEXL	Network Technician	ALE	\$79.20

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8. Expanded Interconnection Service (Cont'd)8.4 Rate Structure and Rates (Cont'd)8.4.5 Cross-connect Rate - each per month:

<u>Grade of Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
High Capacity			
- DS1 - 1.544 Mbps	TYLDX	\$ 3.07 (R)(y)	\$0.00
- DS3 - 44.736 Mbps	TYLEX	\$80.76 (R)(y)	\$0.00

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